

**CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112  
MUNICIPAL BUILDING,  
245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895**



**CITY OF MIDDLETOWN**

**REQUEST FOR PROPOSAL**

**RFP #2016-033  
CONSULTING SERVICES TO PERFORM A FEASIBILITY STUDY  
FOR NEW MIDDLE SCHOOL  
CITY OF MIDDLETOWN – BOE**

**Proposals due by: Friday, January 13, 2017 by 3:00 PM**

**QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895**

**DONNA L. IMME, CPPB  
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER  
DIRECTOR OF FINANCE AND REVENUE SERVICES**

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**REQUEST FOR PROPOSAL  
MIDDLETOWN, CONNECTICUT**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, 06457 will be received until **Friday, January 13, 2017 by 3:00 PM** for the following:

**RFP #2016-033  
CONSULTING SERVICES TO PERFORM A FEASIBILITY STUDY  
FOR NEW MIDDLE SCHOOL  
CITY OF MIDDLETOWN – BOE**

The City of Middletown is seeking Proposals (“RFP”) for Consulting Services to Perform a Feasibility Study for New Middle School to include the pre-design, design and construction administration services.

The Consultant will be evaluated and selected based on their technical competence, their experience on similar projects, qualifications and experience of key personnel and references. The Consulting Architect must be licensed in Connecticut.

Proposal documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT 06457, Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. All questions concerning this proposal should be directed to the Office of the Supervisor of Purchases, at (860) 638-4895. **Proposal Documents will be mailed to interested parties upon request or may be downloaded directly from [www.middletownct.gov](http://www.middletownct.gov).**

A Pre-Bid Meeting has been scheduled for **Tuesday, December 27, 2016 at 10:30 am** at Woodrow Wilson Middle School, 370 Hunting Hill Avenue, Middletown CT. Bidders are advised that attendance at the pre-bid conference is not mandatory but strongly recommended.

The City of Middletown reserves the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Date: **12/08/2016**  
Middletown, Connecticut

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Donna L. Imme, CPPB  
Supervisor of Purchases

**RFP #2016-033**  
**CONSULTING SERVICES TO PERFORM A FEASIBILITY STUDY**  
**FOR NEW MIDDLE SCHOOL**  
**CITY OF MIDDLETOWN – BOE**

**GENERAL INFORMATION**

The City of Middletown, Connecticut is seeking proposals from architects experienced in the planning, site requirements, and design of a new middle school. Currently, Woodrow Wilson Middle School located at 370 Hunting Hill Avenue has a student enrollment of 700 students for grades 7-8<sup>th</sup>. In addition, Keigwin School located at 99 Spruce Street has a student enrollment of 350 students for grade 6. The District is considering construction of a new 7 - 8<sup>th</sup> or 6 – 8<sup>th</sup> grade middle school to be located at the existing middle school, WWMS, property.

**BACKGROUND**

The City of Middletown, Connecticut is located along the western shore of the Connecticut River, approximately 15 miles south of Hartford, and 25 miles north of New Haven and is accessible from Route 9, I-91 and I-84. Middletown is a vibrant small city with a population of 47,000 residents. The Woodrow Wilson Middle School was originally constructed in 1956 and renovated in 1994. The school was utilized as a high school until 2008. The building has a pool, auditorium and a total square footage of 180,000 on 17 acres. Since then it has been the district middle school 7-8<sup>th</sup> grade. The City appointed a building committee to pursue the building of a new middle school.

A district wide enrollment study was conducted by Milone and MacBroom, April 2016. The district has decided to move forward with a feasibility plan to construct a new middle school on the Wilson site. Either a 6-8<sup>th</sup> or 7-8<sup>th</sup> pending the feasibility of the project on the existing sites.

**PROJECT DESCRIPTION / SCOPE OF SERVICES**

The pre-design services will include Facility Planning, Programming, Site Assessment and Feasibility Studies as more particularly described in “**Exhibit A**” of this bid document, the objectives of which will be to:

1. Determine the configuration, size, interior and exterior program, and characteristics of a new middle school facility: Review existing district building portfolio and student enrollment cycle. Recommend disposition of existing Keigwin School currently utilized as 6<sup>th</sup> grade.
2. Evaluate the proposed site to determine its adequacy to support the proposed middle school facility and its attendant fields, parking, and circulation and access. Determine if swing space will be required for proposed project
3. Develop plans and documentation sufficient to support the community in its evaluation of the proposed project.
4. Establish project cost estimates to assist the community in its evaluation of the proposed project.
5. Prepare all required documents for submission to the State of Connecticut for the EDO49 priority list by June 30<sup>th</sup> 2017.

Provided that, at the conclusion of the pre-design services, the District decides to move forward with the design phase services, which are more particularly described on Exhibit A, the objectives will be to design a new middle school facility consistent with the needs of the District and the conclusions reached in the course of the pre-design services by selected design team.

## **ADDITIONAL INFORMATION**

### **COMMUNITY OUTREACH**

The successful bidder for this project must be able to work closely with and attend WWMS Building Committee meetings, participate in other meetings and make presentations to department heads, city committees and commissions, the Common Council and public organizations. There will be between 3 – 5 meetings per month.

### **SCHEDULE OF WORK**

The Consultant will advise the City of Middletown on their availability to initiate this project and their timeline for completion, and include the completion of a draft report for review by the commission prior to final acceptance and implementation by the City of Middletown. The respondent must submit a project timeline with proposed completion goals and schedule of deliverables.

### **PROJECT REPORTS AND DOCUMENTS**

The Consultant will prepare written monthly reports to advise the Building Committee, or other boards of their progress. A final written report including all recommendations, cost analyses and engineering and working drawings will represent the completion of the pre-design phase of this project as outlined in Exhibit A

### **RESOURCES AVAILABLE TO FIRMS SUBMITTING A PROPOSAL FOR THIS PROJECT**

A number of resources from the Middletown BOE will be made available to reduce the original research time and cost of this project.

The resources include:

- Middletown Public Schools - Enrollment Projections prepared by Milone and MacBroom dated April 14,2016 found on Middletown Public School website:  
[http://www.middletownschoools.org/uploaded/District\\_Information/Redistricting/School\\_Consolidation\\_Powerpoint\\_4-25-2016.pdf](http://www.middletownschoools.org/uploaded/District_Information/Redistricting/School_Consolidation_Powerpoint_4-25-2016.pdf)
- Middletown Public Schools Facilities Department.

## **SUBMISSION OF PROPOSAL**

### **STATEMENT OF UNDERSTANDING:**

The consultant shall include a detailed statement of the firm's understanding of the requirements of this proposal and the approach to be taken to conduct the services requested and the reports required at completion of the service.

#### **1. COPIES REQUIRED:**

The Consulting firm shall be required to submit **eight (8)** hard copies and **one (1)** electronic copy of their proposal for these services to the Purchasing Department by the time and date specified. All proposals submitted must include a schedule of fees for providing services as required. Fee shall be submitted in accordance with the fee schedule outlined below. *Final Fees shall be negotiated on a lump sum basis following consultant qualification and selection.*

#### **2. FEE STRUCTURE:**

**LUMP SUM:** The selected Consultant shall be required to submit their fees to provide the services as specified, on the form provided to the format indicated. Fees for this service shall be submitted on a lump sum "not to exceed basis". No additional charges for reimbursable expenses shall be accepted for this service.

**Additional Services:** Consultants responding to this request are advised that the City may retain the firm to provide additional services. In the event additional services are required, compensation for these services shall be negotiated and subject to prior written authorization by the City. The respondent is required to provide a fee schedule for work that is customary in this scope of services.

#### **3. PROPOSAL DOCUMENT:**

The Consultant shall be required to submit the following information with their proposal, assembled in the order presented:

1. A Letter of Transmittal signed by a principal of the proposer, not to exceed two(2)pages, describing in narrative form the proposer and proposer's qualifications and why such proposer is the best professional for the Project.
2. Statement of Qualification to include, but not necessarily limited to, the following:
  - Name and address of proposer.
  - Identify proposer's contact person for this project and provide a phone number, fax number and e-mail address that the Building Committee may use to issue further information.
  - A brief history of the business of proposer.
  - Provide a list of proposer's Project Team Members, including any consultants and sub consultants.
  - List the staff proposed to work on the Project along with related responsibilities they will devote to the Project. Provide resumes of key personnel that would be assigned to the Project and a brief description of similar projects.
  - If a specified design team will be used for the Project (the "Design Team"), please provide an organization chart showing the personnel of the Design Team and their proposed involvement in the Project including and subcontracted professionals. Please include the qualifications of all Design Team members. Please indicate how the Design Team will be managed.
  - List projects that proposer has been involved with similar challenges to this school building project within the past eight years.
  - Indicate if any claims, disputes, arbitration or litigation proceedings have occurred on any of these projects. If so, identify if they were between Owner/Architect or Owner/Contractor and give the status of each.

- List five (5) references, of projects similar to the Project providing for each:
  - Client name and location;
  - Contact name, title and telephone number;
  - Starting date of service;
  - List of Project Team Members, consultants and staff involved.
  - Size (project cost and square feet) and location of project.
- List the last five (5) public school projects that proposer has completed in the last ten (10) years. Demonstrate the Design Team's ability to develop and control project costs, quality and schedule and provide for each.
- The proposed budget and construction schedule.
- The total cost of change orders not requested by the owner.
- The awarded construction contract amount.
- LEED or similar type of energy efficient design strategies
- Contact name and telephone numbers for the Owner and Contractor(specific individuals).
- Please state what experience the proposer has in assisting school projects to secure funding. Describe experience with Department of Education/Administrative Services, Office of School Construction Grants & Review.
- Please indicate the location where the design work for the Project will be accomplished.
- Name, address and role of any sub consultant to be engaged by proposer for the services.
- Affirmative Action Statement.

### **3. UNDERSTANDING OF THE ISSUES**

- Provide a one-page statement of the proposer's public school design philosophy, describe your understanding of the issues facing projects like the proposed Project, possible solutions, and any critical issues that could affect a successful outcome.

### **4. TECHNICAL APPROACH- Describe your vision of the school project process including:**

- How your design process works
- Development of initial concepts
- Refinement of initial concepts
- Delivery of conceptual designs and cost estimates sufficient to support a bonding referendum
- Development of State of Connecticut School Construction Grant packages through the Department of Administrative Services, Division of Construction Services, Office of School Construction Grants (OSCG)
- Detailed design phase
- Construction phases(s)
- Final delivery

### **5. WORKLOAD CAPACITY**

- Provide a list of current projects and expected dates of completion.

### **6. FORMAT**

- Proposals shall be typed, as brief as possible, and not include any unnecessary promotional material.
- The Proposal shall be printed using standard 8 -1/2 x 11" paper. The nature and form of the response are at the discretion of the proposer.

## **METHOD OF SELECTION AND CRITERIA FOR AWARD**

The following factors will be considered by the WWMS Building Committee in evaluating the qualification packages submitted. The factors as follows will not necessarily be evaluated in the order in which they are presented. The final selection for awarding this contract rests with the Mayor, the Director of Finance, Superintendent of Schools and the Chairman, WWMS Building Committee.

The criteria used for the selection will include:

- The firm's experience on similar projects with communities similar in size to Middletown;
- Experience in design and construction of school facilities;
- Responsiveness of the proposal to the scope of work;
- Firms ability to perform the work in a timely manner;
- The firm's qualifications, resumes and experience of key personnel, including certifications
- Review of references;
- An evaluation of the proposed fee(s) for services to include estimated lump sum cost as compared to other proposals submitted for this project. Please note that the evaluation and subsequent award of a resultant contract is primarily based on qualifications and not based on fee schedule; however, the cost for your firm's services is a factor in the evaluation process. If your firm is selected for an interview, and as a result of the interview certain clarifications and adjustments need to be made to the fee schedule submitted, your firm will be allowed to adjust the fee schedule submitted, if so directed by the City;
- Schedule application/validity - the firm's current workload and ability to complete the project within the proposed schedule for completion;
- The firm's communication of plans in an organized, clear and convincing manner; The proposer is a legal entity properly licensed or registered under the laws of the State of Connecticut to perform the services that are the subject of this solicitation and is otherwise authorized to do business in the State of Connecticut.
- The proposer has adequate experience in providing Architectural/Engineering services, generally, and, in particular, has adequate experience in the past five years designing school construction projects eligible for reimbursement from the Connecticut Department of Administrative Services (DAS) of a similar size and scope as the Project.
- The proposer has adequate experience dealing with the DAS reimbursement process and with the preparation of the related documentation that must be filed to secure DAS for reimbursement.
- To provide the highest recommended LEED certified design
- The proposer is able to demonstrate an adequate level of performance on past projects, including, without limitation, adherence to project schedules and project budgets and the satisfaction of past owners with such performance.
- The proposer's staff proposed to be assigned to the Project ("Project Team") has satisfactory qualifications and experience on past projects of similar size and scope as the Project.
- The proposer is able to demonstrate that the members of the Project Team have performed satisfactorily on past projects to the satisfaction of the owners of such projects.
- The proposer has an adequate degree of contract oversight capability and the organizational, team, and management structure proposed for the Project is satisfactory.
- The number, context, and, where applicable, outcomes, of claims, disputes, arbitration, and litigation proceedings involving the proposer are acceptable.
- The proposer's approach to the Project and degree of the proposer's demonstrated ability to develop and control project costs, quality, and schedule as well as the proposer's methods for doing so, is satisfactory.

## **EXHIBIT A**

### **PHASE I. PRE-DESIGN – SCOPE OF SERVICES**

#### **Task 1 - Cost Analysis**

Develop a cost analysis for options and alternatives for placing the proposed new middle school program within the proposed site. Reconcile with districts independent estimate by program manager. The cost analysis shall include estimates of construction cost, the District's share of cost, and net cost to the District. The analysis shall include data necessary to support any cost analyses required by the State of Connecticut's school construction grants project process. Assist district with formal submission of grant application.

**Deliverable:** Cost analysis data and reconciled estimate. Based on this analysis the School District will select a preferred option.

#### **Task 2 - Initial Conceptual Design and Feasibility Assessment, Facility Planning and Programming**

Analyze and appraise the District's future educational needs in relation to the middle school. The product of this work would provide the basis for future design and construction of the above said facility. Additionally, it would provide important background data and information in the design phase of any work the District may subsequently pursue. Utilize existing district study recently prepared by Milone and MacBroom dated April 14, 2016.

#### **Educational Program:**

Give attention to the present educational programs within the District, as well as to the proposed educational plans for the future to ensure that any alternatives would be consistent with present and proposed programs. This would include the development of program space to support the vision and mission of the District for the middle school.

#### **School Facility:**

Perform a study of the middle school to determine the planned operational capacity of the building and the utilization of the building and grounds. A specific survey of the proposed building would include but not be limited to:

1. Regular classroom space
2. Science laboratory spaces
3. Tech space
4. Library/Media Center
5. Arts and Music areas
6. Gymnasium, athletic and recreational facilities
7. Social services and health support space
8. Instructional planning and preparation space
9. Administrative offices/ maintenance shops /Storage
10. Site specific uses for education
11. Common and community assembly space
12. Cafeteria
13. Reuse of existing Pool and Auditorium
14. After school and summer school use

15. Suggested Contents and Requirements for each space such as furniture, data, power, lighting, and any special requirements and energy efficiencies.
16. Suggested Adjacencies
17. Potential for pre-K facilities

Develop initial conceptual site design for the preferred option sufficient to support site feasibility studies. Assist the District in assessing feasibility of construction at the preferred option site.

**Deliverable:** Preferred Option, Conceptual Site Design. Feasibility Assessment Report. Feasibility Assessment Report. The District will designate the preferred option as the “selected option” or will revisit other options if the preferred option is not feasible. In this case the Architect may be tasked to develop initial conceptual site designs and feasibility studies for an alternative option which may then become the “selected option”.

### **Task 3 - Conceptual Designs**

Finalize conceptual designs for the selected option to support detailed cost estimating for the project and inclusion in School Construction Grant Applications to be submitted to the State of Connecticut. The designs should collectively address the objectives identified in the RFP.

**Deliverable:** Conceptual Design Package for the Selected Option. Each package shall consist of:

1. Draft Concept sketches/drawings/ presentations
2. Conceptual Site Plan
3. Conceptual Elevation and Plan Drawings
4. Architectural Renderings/Graphics/Photos
5. Presentation Package for Public Meetings (master)

### **Task 4 - Project Cost Estimate(s)**

Develop cost estimates for the conceptual design using the State of Connecticut cost estimating process sufficient for submission of a bonding request to potential referendum.

**Deliverable:** Cost Estimate for proposed middle school and project site. Reconcile with Program Managers estimate.

### **Task 5 - Connecticut School Project Application Preparation**

Assist the District in preparation of State of Connecticut School Project Application packages for the project.

**Deliverable:** Completed Connecticut School Construction Grant Application packages for the Project, with a deadline date of June 30, 2017.

### **Task 6 - \*District future needs - fees will be negotiated at a later date\***

Review all district school buildings and submit recommendation plans for future work, including renovations as new, consolidation or closure. Provide budget estimates, sketches and presentation layouts for review by community. Needs should be considered for 5-15 years based on existing enrollment projections. The intent would be to provide this information as part of referendum.

## **PHASE II. DESIGN – SCOPE OF SERVICES**

If, upon or subsequent to the completion of the Pre-design services, the Contract awardee is authorized by the District to proceed with Design Phase Services, such services will include the services. The compensation to be paid to the Contract Awardee for such services shall be as mutually agreed prior to the commencement of such Design Phase Services as provided in the executed Contract.

## **PHASE III. CONSTRUCTION – SCOPE OF SERVICES**

If, upon or subsequent to the completion of the Design Phase Services, the Contract awardee is authorized by the District to proceed with Construction Phase Services, such services will include the services. The compensation to be paid to the Contract Awardee for such services shall be as mutually agreed prior to the commencement of the Construction Documents Phase Services as provided in the executed Contract.

## GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Stability of Proposed Prices - Any price offering from community farmers must be valid for a period of one hundred twenty (120) days from the due date of consultant proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The City of Middletown reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
8. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract or for misrepresentation.
9. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
14. Rights Reserved to the City of Middletown - It is the intent of the City to award one (1) contract to the responsible bidder(s) submitting the most qualified proposal to furnish the services complying with these specifications providing that there are sufficient funds available to award this contract.  
  
The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve

the right to make award(s) based upon whatever is in the best interest of the City.

Partial Bids – Partial Bids will not be accepted.

15. Termination - If Vendor fails to fulfill its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

16. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at [purchase@middletownct.gov](mailto:purchase@middletownct.gov)**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Thursday, January 5, 2017 by Noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the

opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at [www.middletownct.gov](http://www.middletownct.gov). Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

**It is the responsibility of each bidder to visit our website at [www.middletownct.gov](http://www.middletownct.gov) to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

17. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
18. Withdrawal of Proposals - Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
19. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

20. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
21. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

**RFP #2016-033  
CONSULTING SERVICES TO PERFORM A FEASIBILITY STUDY  
FOR NEW MIDDLE SCHOOL  
PROPOSAL PAGES**

Issued: **12/08/2016**

Reply Date: **Friday, January 13, 2017 by 3:00 PM**

To: Donna L. Imme, CPPB  
Supervisor of Purchases  
Room 112, Municipal Building  
245 DeKoven Drive  
Middletown, Connecticut 06457

We, the undersigned submit our proposal for consultant services to complete Architect Services for the pre-design services will include Facility Planning, Programming, Site Assessment and Feasibility Studies at Woodrow Wilson Middle School, in accordance with the Scope of Services outlined in this request and submit for your consideration.

**RESPONDENT CHECKLIST**

We have submitted all required documents as stated in the following sections and/or proposal document for your review:

- \_\_\_\_\_ LETTER OF TRANSMITTAL
- \_\_\_\_\_ STATEMENT OF QUALIFICATIONS
- \_\_\_\_\_ AFFIRMATIVE ACTION STATEMENT
- \_\_\_\_\_ UNDERSTAND OF THE ISSUE
- \_\_\_\_\_ TECHNICAL APPROACH
- \_\_\_\_\_ WORKLOAD CAPACITY
- \_\_\_\_\_ NON-COLLUSIVE STATEMENT
- \_\_\_\_\_ **EIGHT (8) COPIES OF PROPOSAL (1) ELECTRONIC COPY**

**THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE AND TITLE

## SCHEDULE OF FEES

Item #	Description
	<b>Lump sum fee to complete architectural services for the pre-design phase. Services will include Facility Planning, Programming, Site Assessment and Feasibility Studies at Woodrow Wilson Middle School.</b>
1.	Lump Sum Cost for Tasks 1-5: <div style="text-align: right;">(\$ _____)</div> Written figures

Receipt of Addenda is acknowledged:

Addendum No. 1. \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No. 2. \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.**

Date: \_\_\_\_\_

\_\_\_\_\_  
**Corporation Name** (if applicable)

\_\_\_\_\_  
**Company Name**

**Mailing Address:**

**Payment Address** (If different from mailing addr.):

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

**FEIN NUMBER:** \_\_\_\_\_ -- \_\_\_\_\_

**Type of Organization:** \_\_\_\_\_ **Individual / Sole Proprietor**  
(Please Check One)

\_\_\_\_\_ **Limited Liability Company / Partnership**

\_\_\_\_\_ **Corporation**

**Contact Information**

**Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Additional Contact:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

**SIGN HERE: I hereby certify that the above information is correct.**

\_\_\_\_\_  
**Print or Type Name & Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.**

**CITY OF MIDDLETOWN**

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date \_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

## **CHAPTER 26, CONTRACTS**

### **ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

#### **26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

#### **26-2 Enforcement Officer**

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

#### **26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a)(1), 46a-80(b), or 46a-81(b) of the Connecticut General Statutes. Unless provisions are controlling or there is a bona fide occupational qualification excluding persons in one of the above protected groups, in any manner is prohibited by the laws of the United States or of the State of Connecticut and the City of Middletown. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

#### **26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

#### **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16)**

## APPENDIX B - INSURANCE REQUIREMENTS

### RFP #2016-033 CONSULTING SERVICES TO PERFORM A FEASIBILITY STUDY FOR NEW MIDDLE SCHOOL CITY OF MIDDLETOWN – BOE

#### A. GENERAL REQUIREMENTS:

The **CONSULTANT** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONSULTANT'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown and the Middletown Board of Education with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **CONSULTANT** also agrees to provide replacement and/or renewal certificates at least THIRTY (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **CONSULTANT** responsibility under this contract. The **CONSULTANT** shall notify the City of Middletown of any cancellation or termination of insurance.

The **CONSULTANT** at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown and the Middletown Board of Education as Additional Insureds on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown and the Middletown Board of Education. Upon request, the **CONSULTANT** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the **CONSULTANT** forward a copy of these requirements to their insurance representative(s).

#### B. SPECIFIC REQUIREMENTS:

##### (1) Workers' Compensation Insurance -

**VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

If the **CONSULTANT** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **CONSULTANT** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

##### (2) Commercial General Liability Insurance -

**CONSULTANT** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance –**

The **CONSULTANT** shall carry Business Automobile Liability Insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent), A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the **CONSULTANT** utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

(4) **Professional Liability Insurance –**

**CONSULTANT** shall carry Professional Liability Insurance in an amount of not less than \$1,000,000.

**C. SUBCONTRACTORS REQUIREMENTS:**

**CONSULTANT** shall require the same insurance that it is required to carry by the City of Middletown and the Middletown Board of Education to be carried by any subcontractors and independent contractors hired by **CONSULTANT** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

**CONSULTANT** shall require that the City of Middletown and the Middletown Board of Education be named as Additional Insureds on all subcontractors and independent contractors insurance, except Worker's Compensation and Professional Errors and Omissions coverage, before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

**CONSULTANT** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and the Middletown Board of Education its officers, agents, servants and employees for losses arising from work performed by each on this contract.

**D. OTHER**

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE  
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA  
RISK MANAGER**

**November 28, 2016  
DATE**

**Bid Return Label**

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Documents Enclosed:**

**RFP #2016-033- Consulting Services to Perform a Feasibility Study for New Middle School -  
City of Middletown - BOE**

**Return Date: Friday, January 13, 2017 by 3:00 pm**

**City of Middletown Purchasing Department  
Municipal Building Room 112  
245 DeKoven Drive  
Middletown, CT 06457**

